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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ O.M.P.(I) 37/2017 & IA 14594/2017  
REGEN INFRASTRUCTURE AND SERVICES PRIVATE  
LIMITED ..... Petitioner  
Through: Mr.Jayant K.Mehta, Mr.A.Raajan,  
Mr.S.Avaninder, Mr.Rahul Kukreja, Advs.

versus

MULANUR RENEWABLE ENERGY PRIVATE LIMITED &  
ANR. .... Respondents  
Through: Mr.Abhinav Vashisht, Sr. Adv. With  
Ms.Tine Abraham, Ms.Vatsala Kumar, Advs. for  
R-1.

**CORAM:**  
**HON'BLE MR. JUSTICE NAVIN CHAWLA**

**ORDER**  
% **08.12.2017**  
**IA 14594/2017**

Exemption allowed, subject to all just exceptions.

**O.M.P.(I) 37/2017**

Issue notice. Notice is accepted by Ms.Tine Abraham, Advocate on behalf of respondent no.1. As no prayer is made against respondent no.2, counsel for the petitioner submits that no notice be issued to respondent no.2 as it is only a proforma party.

Mr.Abhinav Vashisht, learned senior counsel appearing for respondent no.1 submits that no injunction or direction can be granted in the present case as the bank guarantee is yet to be invoked. I have dealt with the above objections and other objections raised by Mr.Vashisht, learned senior counsel, in my detailed order dated 29<sup>th</sup> November, 2017 passed in OMP (I) No.25/2017 titled **Regen**

***Powertech Pvt. Ltd. vs. Green Infra Wind Solutions Assets Ltd. & Anr.*** and passed direction as contained in paragraphs 9 and 10 thereof. The same are quoted hereinbelow:-

9) *In view of the above, I am of the opinion that at the present stage, the equity between the parties can be balanced by directing the respondent No.1 to give a notice of five working days to the petitioner before invoking the bank guarantees. My above order is not to be construed as expression on merits to the claim of either party and would not bind either party in any future litigation that may ensue upon invocation of the bank guarantee or otherwise by the respondent No.1 or the petitioner. It is re-emphasised that the present order of grant of limited protection to the petitioner is being passed as the bank guarantees are not yet invoked and even notice of default has not been issued by the respondent No.1.*

10) *Learned senior counsel for the respondent No.1 submits that grant of such interim protection would in fact leave a door open to similar litigations in other cases by the persons giving such bank guarantee to approach this Court seeking similar relief without any valid apprehension. I am not persuaded by such submissions. The present order is being passed on its peculiar facts and would not be a binding precedent for other cases. Each case has to be considered on its own merits and this order certainly would not mean that in other cases as well, the party to the contract is entitled to an advance notice before invocation of the bank guarantee.*

For the reasons recorded in my order passed in OMP (I)

No.25/2017 titled ***Regen Powertech Pvt. Ltd. vs. Green Infra Wind Solutions Assets Ltd. & Anr.***, the present petition is allowed to the extent that the respondent shall give an advance notice of five working days to the petitioner before invoking the bank guarantees as mentioned in prayer (b) of the petition. The caveat given in paragraphs 9 and 10 of the said order shall also apply in the present case.

Petition is allowed in the above terms.

**NAVIN CHAWLA, J**

**DECEMBER 08, 2017**  
**RN**